

January 15, 2010

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK
STATE CONTRACT PROCUREMENT OFFICER
302-857-4559

SUBJECT: **AWARD NOTICE, Addendum #5 – Effective April 19, 2010**
CONTRACT NO. GSS09560-TRUCKS_VANS
2010 MODEL YEAR OR LATER, TRUCKS AND VANS

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid from January 15, 2010 through November 30, 2010. Each contract may be renewed for one (1) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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Hertrich Fleet Services, Inc.
1427 Bay Road
Milford, DE 19963-6129
Contact: Russ Evans
Phone: 302-422-3300
Fax: 302-839-0555
Email: revans@hertrichfleet.com
Federal E.I. # 51-0381749
Contract #: GSS09560-TRUCKS_VANSV01

4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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A vehicle may not be driven more than 200 miles from the awarded vendor's place of business to the ordering agency for inspection and receipt, or the vehicle shall not be accepted. A waiver can be requested through Government Support Services on special vehicles which require delivery to sub-contractors. If the awarded vendor uses a towing device to tow another vehicle to the inspection, the towing device may not be attached in a way that holes are drilled in the bumpers of the vehicles being towed. Drilling of holes in the vehicle bumpers is not permitted. Any bumper with damage caused by a towing device will be replaced by the awarded vendor at no charge to the State. If a vehicle is being towed by another vehicle, the vehicle being towed must have the drive shaft disconnected to eliminate unnecessary mileage.

6. PRICING:

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Addendum #5 updates the Final Order Date for the Dodge Grand Caravan (Specification M), as supplied by the vendor.

The vendor requests that all vehicle orders be received at least 10 days prior to the Final Order Date to ensure order accuracy.

Prices will remain firm for the term of the contract term.

SPECIFICATION A - HYBRID SUV		
	Ford Escape	\$28,818.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	5/14/2010

SPECIFICATION B - 4x4 MID-SIZE UTILITY WAGON		
	Dodge Nitro	\$18,994.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	4/26/2010

SPECIFICATION C - 4X4 FULL SIZE UTILITY WAGON		
	Ford Expedition	\$26,229.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #2	TOWING MIRRORS	Mfg Std
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	6/25/2010

SPECIFICATION D - HYBRID PICKUP		
	Chevrolet Silverado	\$34,396.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #2	4 X 4	\$2,882.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	90-120
	FINAL ORDER DATE	4/2/2010

SPECIFICATION E - 1/2 TON PICKUP		
	Dodge Ram	\$16,387.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #1	REGULAR CAB - SHORT BED - 4 WHEEL DRIVE	\$395.00
PACKAGE #2	REGULAR CAB - LONG BED - 2 WHEEL DRIVE	\$253.00
PACKAGE #3	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	\$648.00
PACKAGE #4	EXTENDED CAB - SHORT BED - 2 WHEEL DRIVE	\$427.00
PACKAGE #5	EXTENDED CAB - SHORT BED - 4 WHEEL DRIVE	\$2,784.00
PACKAGE #6	EXTENDED CAB - LONG BED - 2 WHEEL DRIVE	N/A
PACKAGE #7	EXTENDED CAB - LONG BED - 4 WHEEL DRIVE	N/A
PACKAGE #8	CREW CAB (4 DOOR) - SHORT BED - 2 WHEEL DRIVE	\$2,697.00
PACKAGE #9	CREW CAB (4 DOOR) - SHORT BED - 4 WHEEL DRIVE	\$5,418.00
PACKAGE #10	CREW CAB (4 DOOR) - LONG BED - 2 WHEEL DRIVE	N/A
PACKAGE #11	CREW CAB (4 DOOR) - LONG BED - 4 WHEEL DRIVE	N/A
PACKAGE #12	TRAILER TOW MIRRORS	\$180.00
PACKAGE #13	ELECTRIC BRAKE CONTROLLER	\$150.00
PACKAGE #14	DISTANCE MEASURING EQUIPMENT	\$645.00
PACKAGE #15	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	\$375.00
PACKAGE #16	POWER WINDOWS/POWER LOCKS/POWER MIRROR	\$965.00
PACKAGE #17	TOWING MIRRORS	\$180.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	4/26/2010

SPECIFICATION F - 3/4 TON PICKUP		
Ford F250		\$17,286.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #2	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	\$3,089.00
PACKAGE #3	EXTENDED CAB - 6' MIN SHORT BED - 2 WHEEL DRIVE	\$2,249.00
PACKAGE #4	EXTENDED CAB - 6' MIN SHORT BED - 4 WHEEL DRIVE	\$5,042.00
PACKAGE #5	EXTENDED CAB - 8' MIN LONG BED - 2 WHEEL DRIVE	\$2,419.00
PACKAGE #6	EXTENDED CAB - 8' MIN LONG BED - 4 WHEEL DRIVE	\$5,107.00
PACKAGE #7	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 2WD	\$3,332.00
PACKAGE #8	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 4WD	\$6,020.00
PACKAGE #9	CREW CAB (4 DOOR) - 8' MIN LONG BED - 2WD	\$3,502.00
PACKAGE #10	CREW CAB (4 DOOR) - 8' MIN LONG BED - 4WD	\$6,190.00
PACKAGE #11	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	\$291.00
PACKAGE #12	DISTANCE MEASURING EQUIPMENT	\$645.00
PACKAGE #13	TRAILER TOW MIRRORS	Mfg Std
PACKAGE #14	ELECTRIC BRAKE CONTROLLER	\$191.00
PACKAGE #15	DIESEL ENGINE	\$6,503.00
PACKAGE #16	LADDER RACK/CAB GUARD	\$997.00
PACKAGE #17	SNOW PLOW PACKAGE SEE APPENDIX A	\$4,251.00
PACKAGE #18	ALL TERRAIN BLACK SIDEWALL TIRES	\$266.00
PACKAGE #19	POWER WINDOW/LOCKS/MIRRORS	\$880.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	TBD

SPECIFICATION G - 1 TON PICKUP		
Ford F350		\$18,413.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #2	REGULAR CAB - LONG BED - 4 WHEEL DRIVE	\$2,584.00
PACKAGE #3	EXTENDED CAB - 8' MIN LONG BED - 2 WHEEL DRIVE	\$2,196.00
PACKAGE #4	EXTENDED CAB - 8' MIN LONG BED - 4 WHEEL DRIVE	\$4,889.00
PACKAGE #5	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 2WD	\$3,005.00
PACKAGE #6	CREW CAB (4 DOOR) - 6' MIN SHORT BED - 4WD	\$5,694.00
PACKAGE #7	CREW CAB (4 DOOR) - 8' MIN LONG BED - 2WD	\$3,179.00
PACKAGE #8	CREW CAB (4 DOOR) - 8' MIN LONG BED - 4WD	\$5,864.00

PACKAGE #9	DUAL REAR WHEELS	\$1,938.00
PACKAGE #10	LIMITED SLIP/ANTI SPIN DIFFERENTIAL	\$291.00
PACKAGE #11	DISTANCE MEASURING EQUIPMENT	\$645.00
PACKAGE #12	TRAILER TOW MIRRORS	Mfg Std
PACKAGE #13	ELECTRIC BRAKE CONTROLLER	\$291.00
PACKAGE #14	DIESEL ENGINE	\$6,503.00
PACKAGE #15	LADDER RACK/CAB GUARD	\$997.00
PACKAGE #16	SNOW PLOW PACKAGE SEE APPENDIX A	\$4,251.00
PACKAGE #17	ALL TERRAIN BLACK SIDEWALL TIRES	\$125.00
PACKAGE #18	POWER WINDOW/LOCKS/MIRRORS	\$880.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	TBD

SPECIFICATION H - 3/4 TON VAN		
	Ford Econoline	\$17,265.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #1	LADDER RACK/CAB GUARD	\$452.00
PACKAGE #2	EXTENDED LENGTH BODY	\$1,065.00
PACKAGE #3	STEEL BULKHEAD W/LOCKABLE DOOR	\$54.00
PACKAGE #4	RACKS & BINS PACKAGE	\$54.00
PACKAGE #5	FULL LENGTH VINYL FLOORING	\$54.00
PACKAGE #6	SECOND ROW SEAT	\$1,013.00
PACKAGE #7	BACK UP ALARM	\$50.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	5/14/2010

SPECIFICATION I - 8 PASSENGER VAN		
	Chevrolet Express	\$17,994.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #1	CLOTH SEATS/CARPET FLOORS	\$360.00
PACKAGE #2	REAR WINDOW DEFROST	\$155.00
PACKAGE #3	CRUISE CONTROL	Mfg Std
PACKAGE #4	BACK UP ALARM	\$50.00
PACKAGE #5	TOWING MIRRORS	N/A

	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	6/18/2010

SPECIFICATION J - 15 PASSENGER VAN		
	Ford Econoline Club Wagon	\$22,216.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #1	CLOTH SEATS/CARPET FLOORS	\$946.00
PACKAGE #2	RUNNING BOARDS	\$266.00
PACKAGE #3	REAR WINDOW DEFROST	N/A
PACKAGE #4	BACK UP ALARM	\$50.00
PACKAGE #5	CLASS III TOW PACKAGE	\$237.00
PACKAGE #6	TOWING MIRRORS	N/A
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	5/14/2010

SPECIFICATION K - 3/4 TON CHASSIS CAB		
	Ford F350, DRW	\$20,635.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE # 1	EXTENDED CAB	\$1,892.00
PACKAGE # 2	CREW CAB	\$2,692.00
PACKAGE # 3	DIESEL ENGINE	\$6,213.00
PACKAGE # 4	ON/OFF ROAD REAR TIRES	\$125.00
PACKAGE # 5	TRAILER TOW PKG W/ELECTRIC BRAKE CONTROLLER	\$230.00
PACKAGE # 6	DIAGNOSTIC CD	\$177.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	TBD

SPECIFICATION L - 1 TON CHASSIS CAB		
	Ford F450	\$26,392.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE # 1	EXTENDED CAB	\$1,883.00
PACKAGE # 2	CREW CAB	\$2,940.00
PACKAGE # 3	DIESEL ENGINE	\$6,213.00
PACKAGE # 4	ON/OFF ROAD REAR TIRES	\$190.00
PACKAGE # 5	TRAILER TOW PKG W/ELECTRIC BRAKE CONTROLLER	\$230.00
PACKAGE # 6	DIAGNOSTIC CD	\$177.00
PACKAGE # 7	HEAVY DUTY ENGINE COOLING, OIL COOLING & TRANSMISSION COOLING	N/A
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	60-90
	FINAL ORDER DATE	TBD

SPECIFICATION M - WHEELCHAIR VAN		
	Dodge Grand Caravan	\$37,201.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/100
	DELIVERY DAYS A.R.O.	120-150
	FINAL ORDER DATE	8-13-10

SPECIFICATION N - 3/4 RAISED ROOF VAN		
	Ford Econoline	\$26,748.00
OPTIONS	DESCRIPTION	OPTION PRICE
PACKAGE #1	WHEEL CHAIR LIFT	\$23,417.00
PACKAGE #2	RAISED ROOF W/BUS DOORS	\$20,682.00
PACKAGE #3	RAISED ROOF W/LIFT AND COT FASTENER SYSTEM	\$20,899.00
	WARRANTY - BASIC	3/36
	WARRANTY - POWERTRAIN	5/60
	DELIVERY DAYS A.R.O.	120-150
	FINAL ORDER DATE	5/14/2010

PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1%

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

This contract is issued to cover the truck and van requirements for the State of Delaware.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

16. LATER MODEL YEAR VEHICLE OFFERS:

The State will consider any offer(s) made by awarded vendors to identical later model year vehicles beyond 2010 of the same make, model and options at the same, or lower basic vehicle pricing. However, the State reserves the right to reject any such offer(s).

17. CERTIFICATE OF ORIGIN:

The following documents must be included with each vehicle at time of delivery:

- A. The Certificate of Origin
- B. Title Application
- C. Odometer Mileage Certification

18. OPTIONAL TEMPORARY TAGS:

When requested by individual agencies on their purchase order, each vehicle must be delivered with a minimum twenty (20) day temporary tag, the cost of which may be charged to the ordering agency.

19. GLOBAL POSITIONING SYSTEM:

All agencies/school districts, purchasing under this contract, are required to have installed GPS on the acquisition at the time of titling and maintain the monitoring throughout the life from the existing GSS contract or its subsequent replacement, [Vehicle Tracking System, Contract No. 06-555-AC](#). Agency/school district assets are to provide the information necessary to load the GPS/ asset data into the Fleet Anywhere System, maintained by Fleet Services. Fleet Services will offer non-revenue reservation opportunities to agencies with loaded assets, so asset usage can be maximized by agency/ district owned vehicles. Police sedans purchased by the Delaware State Police will not be required to install GPS equipment, but is available upon request.

The cost of the units and monitoring will be paid by the procuring agency/district. The system will be set for Fleet Services to monitor the vehicles, along with the agency, if desired.

20. ADDITIONAL CONTRACT SPECIFICATIONS:

Additional contract specifications, identified in Appendix A of the contract RFP, and referred to as Scope of Work, are included and are considered to have been agreed to by the winning vendor.